

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA, SOUTHERN DIVISION**

Fill in this information to identify your case:

Debtor 1	<b>Van D. James</b>	
	Name: First	Middle
	Last	
Debtor 2	<b>Tammy James</b>	
(Spouse, if filing)	Name: First	Middle
	Last	
Case number: (If known)	<b>19-01763</b>	

Check if this is an amended plan

Amends plan dated: \_\_\_\_\_

## **Chapter 13 Plan**

### **Part 1: Notices**

**To Debtor(s):** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules, administrative orders, and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies. Your failure to check a box that applies renders that provision ineffective.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the confirmation hearing, unless otherwise ordered. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is made. See Bankruptcy Rule 3015. In addition, a proper proof of claim must be filed in order to be paid under this plan.

The following matters may be of particular importance to you. Debtor(s) must check each box that applies. Debtor(s)' failure to check a box that applies renders that provision ineffective.

- The plan seeks to limit the amount of a secured claim, as set out in Part 3, § 3.2, which may result in a partial payment or no payment at all to the secured creditor.
- The plan requests the avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest as set out in Part 3, § 3.4.
- The plan sets out nonstandard provision(s) in Part 9.

### **Part 2: Plan Payments and Length of Plan**

**2.1 Debtor(s) will make regular payments to the trustee as follows:**

**\$300 per Month for 60 months**

*Debtor(s) shall commence payments within thirty (30) days of the petition date.*

**2.2 Regular payments to the trustee will be made from future income in the following manner (check all that apply):**

- Debtor(s) will make payments pursuant to a payroll deduction. Debtor(s) request a payroll deduction be issued to:
- Debtor(s) will make payments directly to the trustee.
- Other (specify method of payment)

**2.3 Income tax refunds and returns. Check one.**

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- Debtor(s) will retain any income tax refunds received during the plan term.
- Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee income tax refunds received during the plan term, if any.
- Debtor(s) will treat income tax refunds as follows:  
**Pursuant to Schedule I the Debtors are contributing their tax refunds on a monthly basis.**
- Debtor(s) believe they are not required to file income tax returns and do not expect to receive tax refunds during the plan term.

2.4 Additional Payment *Check all that apply.*

None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

## 2.5 Adequate Protection Payments

Any adequate protection payments shall be made as part of this plan; see Part 3 or Part 9 for details. The secured creditor must file a proof of claim in order to receive payment. Unless otherwise ordered, adequate protection payments through the trustee shall be made as funds are available after the proof of claim is properly filed.

**Part 3: Treatment of Secured Claims**3.1 Maintenance of payments and cure of defaults, if any, on long-term secured debts. *Check one.*

None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

3.2 Request for valuation of security, claim modification, and hearing on valuation. *Check one.*

None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

3.3 Secured claims excluded from 11 U.S.C. § 506 and fully secured claims. *Check one.*

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

The claims listed below:

1. were incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of Debtor(s), or
2. were incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value, or
3. are fully secured.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee as specified below. Unless otherwise ordered, the status and amount stated on a proof of claim or amended proof of claim controls over any contrary amount listed below as to the estimated amount of the creditor's total claim, but the interest rate is controlled by the plan.

The holder of any claim listed below will retain the lien until the earlier of:

(a) payment of the underlying debt determined under nonbankruptcy law, or

(b) discharge under 11 U.S.C. § 1328(a), at which time the lien will terminate and be released by the creditor.

Name of Creditor	Monthly Adequate Protection Payment	Estimated Amount of Creditor's Total Claim	Collateral	Value of Collateral	Interest Rate	Monthly Fixed Payment to Creditor	Monthly Fixed Payment to Begin
Alabama Title Loans	\$0.00	\$1,500.00	2004 Chevy 1500 230,5000 miles	\$3,000.00	6.00%	\$45.00	11/19
Check Depot	\$0.00	\$1,726.18	2003 Mercedes ML350 186,320 miles	\$2,000.00	6.00%	\$45.00	11/19

**3.4 Section 522(f) judicial lien and nonpossessory, nonpurchase-money ("Non-PPM") security interest avoidance.** *Check all that apply.*

**None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

**3.5 Surrender of collateral.** *Check one.*

**None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

**Part 4: Treatment of Fees and Priority Claims****4.1 General**

Trustee's fees will be paid in full. Except as set forth in § 4.5, allowed priority claims also will be paid in full, without interest.

**4.2 Chapter 13 case filing fee.** *Check one.*

Debtor(s) intend to pay the Chapter 13 case filing fee through the plan.

Debtor(s) intend to pay the Chapter 13 case filing fee directly to the Clerk of Court.

**4.3 Attorney's fees.**

The total fee requested by Debtor(s)' attorney is \$3,500.00. The amount of the attorney fee paid prepetition is \$300.00. The balance of the fee owed to Debtor(s)' attorney is \$3,200.00, payable as follows (*check one*):

**\$560 at confirmation and \$280 for 3 months, then \$190 per month** thereafter until paid in full, or  
 in accordance with any applicable administrative order regarding fees entered in the division where the case is pending.

**4.4 Priority claims other than attorney's fees and domestic support obligations.** *Check one.*

**None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

**4.5 Domestic support obligations.** *Check one.*

**None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

**Part 5: Treatment of Nonpriority Unsecured Claims****5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata.

**5.2 Percentage, Base, or Pot Plan.** *Check one.*

100% Repayment Plan. This plan proposes to pay 100% of each allowed nonpriority unsecured claim.

Percentage Plan. This plan proposes to pay 48 % of each allowed nonpriority unsecured claim.

Pot Plan. This plan proposes to pay \$\_\_\_\_\_, distributed pro rata to holders of allowed nonpriority unsecured claims.

Base Plan. This plan proposes to pay \$\_\_\_\_\_ to the trustee (plus any tax refunds, lawsuit proceeds, or additional payments pursuant to §§ 2.3 and 2.4). Holders of allowed nonpriority unsecured claims will receive the funds remaining, if any, after disbursements have been made to all other creditors provided for in this plan

**5.3 Interest on allowed nonpriority unsecured claims not separately classified.** *Check one.*

**None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

**5.4 Maintenance of payments and cure of any default on long-term nonpriority unsecured claims.** *Check one.*

**None.** If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

**5.5 Other separately classified nonpriority unsecured claims.** *Check one.*

**None.** If "None" is checked, the rest of § 5.5 need not be completed or reproduced.

#### Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed, will be treated as specified, and any defaults cured. Check one.

**None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

**Assumed items.** Current installment payments will be disbursed either by the trustee or paid directly by Debtor(s), as specified below. Arrearage payments will be disbursed by the trustee. The final two columns include only payments disbursed by the trustee rather than by Debtor(s). Unless otherwise ordered, the amounts listed on a proof of claim or amended proof of claim control over any contrary amounts listed below as to the estimated amount of the current installment payment and arrearage.

Name of Creditor	Description of Leased Property or Executory Contract	Lease Term	Current Installment Payment	Amount of Arrearage to be Paid	Monthly Fixed Payment to Creditor	Monthly Fixed Payment to Begin
Acceptance Now	Furniture		\$189.00 Disbursed by: <input type="checkbox"/> Trustee <input checked="" type="checkbox"/> Debtor(s)  To begin: 5/19	\$0.00	N/A	N/A

6.2 The executory contracts and unexpired leases listed below are rejected: Check one.

**None.** If "None" is checked, the rest of § 6.2 need not be completed or reproduced.

**Rejected items.**

Name of Creditor	Description of Leased Property or Executory Contract
Cash-2-U Leasing	Magnavox TV

#### Part 7: Sequence of Payments

7.1 Unless otherwise ordered, the trustee will make the monthly payments required in Parts 3 through 6 in the sequence of payments set forth in the administrative order for the division in which this case is pending.

#### Part 8: Vesting of Property of the Estate

8.1 Property of the estate will vest in Debtor(s) (check one):

Upon plan confirmation.

Upon entry of Discharge

#### Part 9: Nonstandard Plan Provisions

**None.** If "None" is checked, the rest of Part 9 need not be completed or reproduced.

#### Part 10: Signatures:

Signature(s) of Debtor(s) required.

Signature(s) of Debtor(s) (required):

Debtor Van D. James  
Tammy James Case number 19-01763 Eff (01/01/2019)

/s/ Van D. James Date April 29, 2019  
Van D. James

/s/ Tammy James Date April 29, 2019  
Tammy James

Signature of Attorney for Debtor(s):

/s/ C. Taylor Crockett Date April 29, 2019  
C. Taylor Crockett  
2067 Columbian Road  
Birmingham, AL 35216  
(205) 978-3550

Name/Address/Telephone/Attorney for Debtor(s):

By filing this document, Debtor(s), if not represented by an attorney, or the Attorney for Debtor(s) certif(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in this district's Local Form, other than any nonstandard provisions included in Part 9.

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

In re: )  
 )  
Van D. James and )  
Tammy James, ) Chapter 13  
 )  
Debtors. ) Case No. 19-01763-TOM  
 )

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing was served upon the Chapter 13 Standing Trustee, P.O. Box 10848, Birmingham, AL 35202, and on the attached Matrix by electronic filing and/or by placing a copy in the U.S. Mail first-class postage prepaid this the 29<sup>th</sup> day of April, 2019.

*/s/ C. Taylor Crockett*  
C. Taylor Crockett  
Attorney for Debtors

Label Matrix for local noticing 1126-2 Case 19-01763-TOM13 NORTHERN DISTRICT OF ALABAMA Birmingham Mon Apr 29 14:13:29 CDT 2019	PRA Receivables Management, LLC PO Box 41021 Norfolk, VA 23541-1021	U. S. Bankruptcy Court Robert S. Vance Federal Building 1800 5th Avenue North Birmingham, AL 35203-2111
ASC/Compucred/Aspire P.O. Box 105555 Atlanta, GA 30348-5555	AT&T U-Verse c/o I C System P.O. Box 64378 Saint Paul, MN 55164-0378	Acceptance Now 5501 Headquarters Plano, TX 75024-5837
Affirm 650 California St Fl 12 San Francisco, CA 94108-2716	Affirm P.O. Box 720 San Francisco, CA 94104-0720	Alabama Power Company Attn: Bankruptcy P.O. Box 242, 4S1135 Birmingham, AL 35292-0001
Alabama Title Loans 9137 Pkwy East Birmingham, AL 35206-1508	Always Money 1189 Center Point Pkwy Birmingham, AL 35215-6307	(p)TRITON MANAGEMENT GROUP P O BOX 241525 MONTGOMERY AL 36124-1525
AmSher 4524 Southlake Pkwy Suite 15 Hoover, AL 35244-3271	American Family Care Centers MSC 10000020 BX 830810 Birmingham, AL 35283	BlueTrust Loan Hummingbird Funds, LLC P.O. Box 1754 Hayward, WI 54843-1754
CB Indigo/GF P.O. Box 4499 Beaverton, OR 97076-4499	Capital One P.O. Box 30285 Salt Lake City, UT 84130-0285	Cash-2-U Leasing 117 South Crest Drive Suite 102 Birmingham, AL 35209-4726
CashMart, Inc. 9537 Parkway East Birmingham, AL 35215-8319	Cerastes, LLC C/O Weinstein & Riley, P.S. 2001 Western Ave., Ste. 400 Seattle, WA 98121-3132	Check 'n Go Headquarters 7755 Montgomery Rd, Ste 400 Cincinnati, OH 45236-4197
(p)CHECK DEPOT CORPORATE OFFICE ATTN WANDA WALKER 211 SUMMIT PKWY SUITE 116 BIRMINGHAM AL 35209-4742	Check into Cash P.O. Box 550 Cleveland, TN 37364-0550	Colony/Through Country Door 1112 7th Ave Monroe, WI 53566-1364
Compass Bank P.O. Box 10566 Birmingham, AL 35282-0001	Country Door 1515 S 21st ST Clinton, IA 52732-6676	Credit One Bank P.O. Box 98875 Las Vegas, NV 89193-8875
Credit Systems International 1277 Country Club Lane Fort Worth, TX 76112-2304	Creek Casino Wetumpka c/o Trident Asset Management P.O. Box 888424 Atlanta, GA 30356-0424	ECMC P.O. Box 16408 Saint Paul, MN 55116-0408

EZ Money  
6816 1st Avenue North  
Birmingham, AL 35206-5017

Fingerhut/Webbank  
6250 Ridgewood Road  
Saint Cloud, MN 56303-0820

First City Mortgage  
1808 3rd Avenue North  
Birmingham, AL 35203-3102

(p)GLOBAL PAYMENTS CHECK SERVICES  
10705 RED RUN BLVD  
OWINGS MILLS MD 21117-5134

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7346

LVNV Funding  
c/o Resurgent Capital Services  
P.O. Box 10587  
Greenville, SC 29603-0587

Seventh Avenue  
1515 S 21st ST  
Monroe, WI 53566-1364

Speedy Cash  
P.O. Box 780408  
Wichita, KS 67278-0408

(p)SPOTLOAN  
PO BOX 927  
PALATINE IL 60078-0927

U.S. Attorney  
Northern District of Alabama  
1801 Fourth Avenue N  
Birmingham, AL 35203-2101

United Student Aid Funds, Inc.  
P.O. Box 8961  
Madison, WI 53708-8961

Verizon Wireless  
P.O. Box 650051  
Dallas, TX 75265-0051

(p)CHAPTER 13 STANDING TRUSTEE  
ATTN BRADFORD W CARAWAY  
PO BOX 10848  
BIRMINGHAM AL 35202-0848

C Taylor Crockett  
2067 Columbiana Road  
Birmingham, AL 35216-2139

Tammy James  
224 Glynn Drive  
Birmingham, AL 35215-7618

Van D James  
224 Glynn Drive  
Birmingham, AL 35215-7618

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Always Money  
P.O. Box 241525  
Montgomery, AL 36124

Check Depot  
211 Summit Pkwy. #116  
Birmingham, AL 35209

Global Payments Check Services  
P.O. Box 661158  
Chicago, IL 60666

Spotloan  
c/o Blue Chip Financial  
P.O. Box 720  
Belcourt, ND 58316

Bradford W. Caraway  
Chapter 13 Standing Trustee  
P O Box 10848  
Birmingham, AL 35202-0848

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d) PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

End of Label Matrix		
Mailable recipients	45	
Bypassed recipients	1	
Total	46	